

### **REMARKS**

Claims 1, 2, 5, 6, and 12-25 are pending in this application. Claims 1, 2, 5, and 6 are amended herein. Claims 3, 4, and 7-11 are cancelled herein without prejudice or disclaimer. Claims 12-25 are added herein. Support for the amendments to the claims, and for the new claims, may be found in the claims as originally filed and in the specification at page 8, line 18, and page 17, lines 2-5, 9, 10, and 11. Reconsideration is requested based on the foregoing amendment and the following remarks.

#### **Election/Restrictions:**

The Applicants acknowledge with appreciation the vacation of the Election/Restriction requirement.

#### **Objections to the Claims:**

Claims 1, 2, 5, and 6 were objected to for various informalities. Claims 1, 2, 5, and 6 were amended in substantial accord with the Examiner's suggestions. The Examiner's suggestions are appreciated. Withdrawal of the objection is earnestly solicited.

#### **Claim Rejections - 35 U.S.C. § 112:**

Claims 1, 2, 5, and 6 were rejected under 35 U.S.C. § 112, second paragraph, as indefinite. Claims 1, 2, 5, and 6 were amended to make them more definite. Withdrawal of the rejection is earnestly solicited.

#### **Claim Rejections - 35 U.S.C. § 103:**

Claims 1, 2, 5, and 6 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2001/0039528 to Atkinson et al. (hereinafter "Atkinson") in view of U.S. Patent Publication No. 2004/0128224 to Dabney et al. (hereinafter "Dabney"). The rejection is traversed to the extent it would apply to the claims as amended. Reconsideration is earnestly solicited.

The seventh clause of claim 1 recites:

Entitling each buyer who placed a winning bid to only one of the products.

Atkinson neither teaches, discloses, nor suggests "entitling each buyer who placed a winning bid

to only one of the products," as recited in claim 1. In Atkinson, rather, the total volume is a range of volumes. In particular, as recited in claim 5 of Atkinson:

The method of claim 3 or 4, wherein the total volume is a range of volumes.

Since, in Atkinson, the total volume is a range of volumes, Atkinson is not "entitling each buyer who placed a winning bid to only one of the products," as recited in claim 1.

The sponsor 10 in Atkinson, in fact, awards a *supply* contract to the winning bidder 30, as shown in Fig. 1C, so "entitling each buyer who placed a winning bid to only one of the products" would make little sense. In particular, as described in paragraph [0045]:

As shown in FIG. 1C, at least one supply contract is usually drawn up and executed based on the results of the auction.

Since, in Atkinson, at least one supply contract is usually drawn up and executed based on the results of the auction, Atkinson is not "entitling each buyer who placed a winning bid to only one of the products," as recited in claim 1.

Atkinson, moreover, allows a purchaser to purchase a quantity of goods or service that is *greater* than the quantity that at least one bidding supplier is able to provide in a single auction round. In particular, as described in paragraph [0014]:

There is a need for a system, a method, and an apparatus that allows a purchaser to purchase a quantity of goods or service that is greater than the quantity that at least one bidding supplier is able to provide in a single auction round.

Since Atkinson allows a purchaser to purchase a quantity of goods or service that is greater than the quantity that at least one bidding supplier is able to provide in a single auction round, Atkinson is not "entitling each buyer who placed a winning bid to only one of the products," as recited in claim 1.

Atkinson, moreover, allows a purchaser to vary the volume that it will purchase in an auction depending upon the *bids* received during that auction. In particular, as described further in paragraph [0014]:

Furthermore, there is a need for a system, a method, and an apparatus that allows a purchaser to vary the volume that it will purchase in an auction depending upon the bids received during that auction.

Since Atkinson allows a purchaser to vary the volume that it will purchase in an auction

depending upon the bids received during that auction, Atkinson is not "entitling each buyer who placed a winning bid to only one of the products," as recited in claim 1.

Atkinson, moreover, is determining a *range* of volume to be allocated to the first bidder. In particular, as described further in paragraph [0016]:

In one embodiment, the method includes determining a range of volume to be allocated to the first bidder, formulating a formula based on the range of volume to be allocated to the first bidder and a differential bid range, and applying an actual differential between bids placed by a first bidder and a second bidder in an auction to the formula to determine the volume to be allocated to the first bidder.

Since Atkinson is determining a range of volume to be allocated to the first bidder, Atkinson is not "entitling each buyer who placed a winning bid to only one of the products," as recited in claim 1.

The industrial buyers in Atkinson, finally, do not typically purchase *one* component at a time. Rather, they tend to purchase whole families of similar components. In particular, as described further in paragraph [0036]:

Industrial buyers do not typically purchase one component at a time. Rather, they tend to purchase whole families of similar components.

Since the industrial buyers in Atkinson do not typically purchase one component at a time, Atkinson is not "entitling each buyer who placed a winning bid to only one of the products," as recited in claim 1.

Dabney is not "entitling each buyer who placed a winning bid to only one of the products" either, and thus cannot make up for the deficiencies of Atkinson with respect to claim 1. Thus, even if Atkinson and Dabney were combined as proposed in the Office Action, claim 1 would not result. Claim 1 is submitted to be allowable. Withdrawal of the rejection of claim 1 is earnestly solicited.

Claims 2, 3, and 5 depend from claim 1 and add additional distinguishing elements. Claims 2, 3, and 5 are thus also submitted to be allowable. Withdrawal of the rejection of claims 2, 3, and 5 is earnestly solicited.

Claim 6:

The ninth clause of claim 6 recites:

Entitling each buyer who placed a winning bid to only one of the product.

Neither Atkinson nor Dabney teach, disclose, or suggest "entitling each buyer who placed a winning bid to only one of the product," as discussed above with respect to the rejection of claim 1. Claim 6 is the submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 6 is honestly solicited.

New claims 12-24:

Claims 12-24 depend from either claim 1 or claim 6 and add further distinguishing elements. Claims 12-24 are thus believed to be allowable.

New claim 25:

The seventh clause of claim 25 recites:

Entitling each winner to only one of the product.

None of the cited references teach, disclose, or suggest "entitling each winner to only one of the product," as discussed above with respect to the rejection of claim 1 claim 25 is thus believed to be allowable..

**Conclusion:**

Accordingly, in view of the reasons given above, it is submitted that all of claims 1, 2, 5, 6, and 12-25 are allowable over the cited references. Allowance of all claims 1, 2, 5, 6, and 12-25 and of this entire application is therefore respectfully requested.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

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If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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